

DVHA Routing Form

Revision Date 5/1/12

Type of Agreement: Grant Agreement #: 03410-248-11 Form of Agreement: Amendment Amendment #: 1

Name of Recipient: Bi-State Primary Care Association Vendor #: 12872

Program Manager: Hunt Blair Phone #: 879-5625

Agreement Manager: Sawyer Joecks Phone #: 879-5922

Brief

Explanation of Agreement: Amendment extends the agreement and adds Health Care Reform (HCR) assistance to the scope of work

Start Date: January 20, 2011 End Date: December 31, 2012 Maximum Amount: \$626,161.00

Amendments Only: Maximum Prior Amount: \$546,314.00 Percentage of Change: 14.62%

Bid Process (Contracts Only): ☐ Standard ☐ Simplified ☐ Sole Source ☐ Statutory ☐ Master Contract SOW

Funding Source

Global Commitment 93.778

HIT Fund

Contents of Attached Packet

- ☐ AA-14 ☐ Attachments A, B, C & F ☐ Attachment G - Academic Research
☐ Sole Source Memo ☐ Attachment D - Modifications to C & F ☐ MOU
☐ Qualitative/Justification Memo ☐ Attachment E - Business Associate Agreement ☒ Other: Grant Amendment 1

Reviewer	Reviewer Initials	Date In	Date Out
DVHA Grant & Contract Administrator	Kate Jones		5/17
DVHA BO	Jill Gould	5/17/12	5/18/12
DVHA Commissioner or Designee	Hunt Blair, Dpty Commissioner	5/18/12	5/18/12
AHS Attorney General	Seth Steinzor, AAG		5/22/12
Following Approvals for Contracts Only:			
AHS CIO			
AHS Central Office			
AHS Secretary			



Vision Account Codes: Account: 550500, Department: 3410010000, Fund: 20405 (GC) AND 21916 (HIT), Program: 41626 (GC) 41470

☐ FFATA Entry ☐ Grant Tracking Module Vision PO #: _____ Initials & Date: _____ Approval & B/C: _____

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Bi-State Primary Care Association (hereafter called the "Grantee") that the grant on the subject of matching funds for federal ARRA grant for Health Information Technology initiatives, effective January 20th, 2011, is hereby amended effective May 31, 2012 as follows:

1. By deleting on page 1 of 23, Section 3 (Maximum Amount) and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contract, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$626,161.

2. By deleting on page 1 of 23, Section 4 (Contract Term) and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of the Contractor's performance shall begin upon execution by both parties and end on December 31, 2012.

3. By adding the following language to Attachment A: Specification of Work to be Performed on page 3 of 23:

Scope of Work Supplement for Work Period 6/1/2012 through 12/31/2012 – Defined as "Year 3"

The State will engage the Grantee to assist in providing their expertise to broadly develop visual representations of Vermont's primary care delivery system, and other work related to Health Information Technology (HIT) and the primary care continuum. These visualizations will provide valuable feedback and information about the status of the work flow re-design efforts and activities over time. Grantee staff will develop and produce digitized geographic informational mapping and will utilize various methods which will include, but not be limited to, working with GIS (Geographical Information System) tools.

As part of their work, the Grantee will be involved in producing visualizations and mapping the progress of:

- Electronic Health Records (EHRs)
- Health Information Exchange (HIE)
- Blueprint for Health Infrastructure
- Patients who Utilize Blueprint Practices
- Community Health Teams
- Status of EHR interfaces
- Vermont Health Information Exchange Network



These visualizations and other related work will provide viewers and stakeholders with an orientation to the overall continuum of primary care in the state, the intersection between HIIT and the Vermont Primary Care

Delivery System and ways for projects to be evaluated and progress analyzed. For this scope of work, the Grantee's staff will be engaged with staff from the State and other entities on an as needed basis.

4. By deleting on page 14 of 23, the "Approved Budget" table, and substituting in lieu thereof the following table:

Approved Budget:

DELIVERABLE	YEAR 1	YEAR 2 and YEAR 3
FIXED PRICE DELIVERABLE: Bi-State Assistance on Health Care Reform Projects <i>Bi-State provides technical expertise to develop visual representations of Vermont's primary care delivery system, and other work related to Health Information Technology (HIT) and the primary care continuum, as requested. Accompanying each invoice will be a brief report of work accomplished as well as any documents created</i> <i>\$3,150 to be invoiced on 6/30/12</i> <i>\$3,150 to be invoiced on 7/31/12</i> <i>\$3,150 to be invoiced on 8/31/12</i> <i>\$3,150 to be invoiced on 9/30/12</i> <i>\$3,150 to be invoiced on 10/31/12</i> <i>\$3,150 to be invoiced on 11/30/12</i> <i>\$3,150 to be invoiced on 12/31/12</i> <i>An additional amount, up to \$1,350 can be billed in any month, if Bi-State documents in the monthly report that project work took over 7 days (\$450, additional day)</i>		\$31,500
Bi-State Conducts HIT Project Management <i>\$48,347 to be invoiced upon HIT Project Mgmt contract execution</i> <i>\$24,173.50 to be invoiced on 2/28/11 (quarterly cumulative report due with invoice)</i> <i>\$24,173.50 to be invoiced on 5/31/11 (quarterly cumulative report due with invoice)</i> <i>\$24,173.50 to be invoiced on 8/31/11 (quarterly cumulative report due with invoice)</i> <i>\$24,173.50 to be invoiced on 11/30/11 (quarterly cumulative report due with invoice)</i> <i>\$24,173.50 to be invoiced on 2/28/12 (quarterly cumulative report due with invoice)</i> <i>\$24,173.50 to be invoiced on 7/15/12 (quarterly cumulative report due with invoice)</i> <i>\$24,173.50 to be invoiced on 9/30/12 (quarterly cumulative report due with invoice)</i> <i>\$24,173.50 to be invoiced on 12/31/12 (quarterly cumulative report due with invoice)</i>	\$96,694	\$145,041

FQHCs Achieve Practice Redesign Process and Data Goals. <i>See the attached Incentive Matrix. Please note that the possible incentive for each participating FQHC will vary (based upon FQHC size) and that not all measures (e.g., prenatal and birthweight measures) will be applicable for all FQHCs). The funding tied to these measures is listed as "projected" because it is possible that a Year1 FQHC might run behind schedule and not achieve some project goals until Year 2. It is also possible that an FQHC might not achieve all possible project goals and consequently not capture all possible incentive payments.</i>	\$19,624	\$277,830 (projected)
THC performs data entry of paper charts into EHR or CDR		\$25,714
LRHC performs data entry of paper charts into EHR or CDR		\$29,758
TOTAL	\$116,318	\$509,843

Variances of the budgeted lines items shall not exceed 10% without prior approval from State. Written requests for such approvals must first be submitted by the Grantee prior to the expenditure of funds in excess of the above budgeted line items.

5. By deleting on page 13 of 23 Attachment B in its entirety, and substituting in lieu thereof the following Attachment B:

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Grantee will be paid for services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

Payment of performance-based deliverables in the Incentive Matrix will occur quarterly, and is contingent upon the State's approval of Grantee's goal completions. Notice of goal completions shall be reflected in a quarterly updated incentive matrix.

All payments tied to the incentive matrix shall clearly identify expenses covered by the Blueprint Grant referenced in Attachment A. When quarterly reports are submitted, Blueprint costs must be distinctly highlighted and separated from allowable invoiced costs as relating directly to this grant.

The State will pay invoices of actual expenses outlined in the Approved Budget listed on page 14, as well as fixed price expenses relating to HIT Project Management, on a quarterly basis. HIT Project Management costs account for \$241,735 in this agreement. These payments are contingent upon receipt of a quarterly report highlighting work performed during that period, in addition to documentation of expenses.

A final expenditure report is due no later than 45 days after the end of the grant (December 31, 2012).

Payments to the Grantee under this grant agreement shall not exceed **\$626,161**.

Invoices shall be signed by an authorized representative of the Grantee, include the month of service, total dollar amount, be printed on the Grantee's official letterhead, reference this agreement number, and be submitted to:

Business Office
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05498-2087

Variances of the budgeted lines items in the Approved Budget shall not exceed 10% without prior approval from State. Written requests for such approvals must first be submitted by the Grantee prior to the expenditure of funds in excess of the budgeted line items.

6. By Adding an Attachment D to the end of the agreement on page 23 of 23 as follows:

ATTACHMENT D

**MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:

2. Requirements of other Sections in Attachment C are hereby modified:

3. Requirements of Sections in Attachment F are hereby modified:

Remove Section 10, "Intellectual Property / Work Product Ownership" from the agreement.

4. Reasons for Modifications:

Bi-State Primary Care Association would like to retain ownership of their work products, because Bi-State anticipates utilizing underlying data and visualization templates in documents we will be preparing to educate our members and stakeholders.

**STATE OF VERMONT
GRANT AMENDMENT
BI-STATE PRIMARY CARE ASSOCIATION**

PAGE 5 OF 7

GRANT #: 03410-249-11

Approval:

Assistant Attorney General: _____

Date: _____

State of Vermont – Attachment D
Revised AHS – 12-08-09

7. By deleting on pages 10-11 of 23, the table “Rewards for Accomplishing VRHA HIT Project Goals” and substituting in lieu thereof the following table, as Appendix 1:

BIBL-STATE PRIMARY CARE ASSOCIATION

[illegible]

**STATE OF VERMONT
GRANT AMENDMENT
BI-STATE PRIMARY CARE ASSOCIATION**

**PAGE 7 OF 7
GRANT # 03410-249-11
AMENDMENT #1**

This amendment consists of 7 pages. Except as modified by this amendment and any previous amendments, all provisions of this grant, (#03410-248-11) dated January 20th, 2011 shall remain unchanged and in full force and effect

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS**

**GRANTEE
BI-STATE PRIMARY CARE ASSOCIATION**

 5/30/12

MARK LARSON, COMMISSIONER

DATE

 5/25/12

LORI H. REAL, COO

DATE